

**REQUEST FOR PROPOSALS**

**RFP**

**RFP #** 2042

**Issue Date:** 6/20/12

**Title:** Provide all Labor, Material & Equipment Necessary to Provide PM & CM on Biomedical Equipment for Central Virginia Training Center

**Commodity Code:** 93856

**Issuing Agency:** Commonwealth of Virginia  
Central Virginia Training Center  
POB 1098  
Lynchburg, Virginia 24505

**Using Agency And/Or Location  
Where Work Will Be Performed:** Central Virginia Training Center  
521 Colony Rd  
Madison Heights, Virginia 24572

**Period of Contract:** From Date of Award Through One (1) Year

**Sealed Proposals Will Be Received Until** 7/10/12 @ 2:00 PM **For Furnishing The Services**

Described Herein And Then Opened in Public.

All Inquiries For Information Should Be Directed To:

**Barbara H. DuVal, Materials Mgr, VCO** Phone #: 434-947-6314

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Building #60, Room 21.**

In Compliance with This Request For Proposal And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Service In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

**Name and Address of Firm:**

**ORIGINAL** Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature In Ink)

Title: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

FEI/FIN NO. \_\_\_\_\_

Telephone Number: ( )

An optional Pre-Proposal Conference will be held on 6/29/12 @ AM. See Section 4.0 for complete information.

**NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300/2.2-4343 or against bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

## 1.0 PURPOSE

The intent and purpose of this Request For Proposal (RFP) is to establish a contract with one (1) qualified source to provide preventive maintenance (PM) and on-call corrective maintenance (CM) and gas testing services on the biomedical equipment listed herein at Central Virginia Training Center, hereinafter called the Agency, an agency of the Commonwealth of Virginia.

## 2.0 DEFINITIONS

- 2.1 **Preventive Maintenance (PM):** Mechanical and electrical inspection, cleaning, adjusting and lubrication of the biomedical equipment listed in **Attachment E**.
- 2.2 **Corrective Maintenance (CM):** Routine service calls required to repair system malfunctions, including mechanical and electrical operations of medical equipment.
- 2.3 **Emergency Repairs:** Repairs that are deemed of an urgent nature.
- 2.4 **Testing:** Annual tests of the systems/equipment listed in *Section 3.4*.

## 3.0 STATEMENT OF NEEDS

### 3.1 **Requirements:**

The contractor shall furnish all labor, supervision, equipment, tools, travel, parts and materials necessary to provide PM, CM, emergency repairs on the Agency's biomedical equipment and testing/inspections on the Agency's medical oxygen and vacuum system and ethylene oxide systems.

### 3.2 **Preventive Maintenance (PM):**

**3.2.1 Standards** – PM inspections shall be performed in accordance with the manufacturer's specifications and recommended procedures, all applicable federal, state and local regulations, with particular emphasis on the most recent standards of the Joint Commission on Accreditation of Health Care Organizations (EC.1.6), the Association for the Advancement of Medical Instrumentation, the National Electrical Code and the National Fire Protection Association. The procedures used will verify that all equipment meets or exceeds the highest possible safety level to ensure the proper care and well being of our Individuals.

**3.2.2 Electrical Checks** – The contractor shall inspect all electrical components and report any potentially hazardous conditions to the Agency’s contact person. The contractor shall thoroughly inspect and safety test all mechanical parts.

**3.2.3 PM Schedule** – Offeror’s shall submit a PM schedule with their proposal. The schedule should address the following areas:

1. Indicate the annual PM frequency for each piece of equipment.
2. The schedule shall be developed by building.
3. The schedule should be evenly balanced throughout a 12 month period.
4. PM inspections shall be performed during the 1<sup>st</sup> and 2<sup>nd</sup> week of each month. This will allow time prior to the end of the month to identify, locate and service items the contractor was initially unable to locate. Offerors are strongly encouraged to provide detailed methodologies regarding procedures to input data to inventory database, changes to inventory database and procedures to locate equipment initially designated as unable to locate.

**3.2.4 PM Inspection Procedure** – PM inspections performed heretofore have generally been performed based on a computer generated list of equipment. The list is generated monthly, per the biomedical equipment inventory database. The contractor then sets out to locate those pieces of equipment and perform necessary PM inspections. However, we are requiring a different approach under this contract. The following PM methodology is desired by the Agency:

Rather than searching exclusively for the devices scheduled for PM, the technician will be required to search the ENTIRE building for any and all biomedical equipment located in that building. The entire building is defined as any space within that building, including living areas, bedrooms, bathrooms, medication rooms, nurse stations, nursing or departmental offices, storage rooms, designated closets, cabinets, etc. The technician should review the planned inspection and coordinate in advance with the designated contact person, who may provide floor plan diagrams as well as define the scope of rooms and areas to be visited in scheduled buildings and departments or otherwise assist to

identify rooms to be searched, contact persons for specific departments, or contact persons with key access to designated (locked) rooms.

At least one week prior to each inspection the contractor shall provide the Agency's contract administrator with a list of all devices scheduled for PM on that building, each identified by its building, inventory control number, description, model number, serial number, floor or living area or department.

Upon conclusion of the PM inspection of **EACH BUILDING** the contractor shall provide the contract administrator with a report containing the following information;

1. List of all devices on the PM list that were located and inspected.
2. List of all devices on the PM list that were located but for which PM inspections could not be completed, such as in need of corrective repairs or inaccessible due to being in use at time of inspection.
3. List of all devices on the PM list that were not located.
4. List of all other biomedical devices located on that building, whether in need of incoming inspection or for which inventory changes are needed.

This report shall be provided to the contract administrator within 24 hours of the inspection of that building, or the next scheduled business day.

### **3.3 Repairs:**

**3.3.1 Corrective Maintenance (Routine)** – The contractor shall provide CM (repairs) on biomedical equipment as required. CM will be compensated on a time and material basis in accordance with the labor rates and parts discount offered in *Section 11.0, Pricing Schedule*. The Agency desires that Requests for service will be placed directly with the technician by a member of the Purchasing Department or the contract administrator utilizing an Equipment Repair or Service Form, submitted via hard copy or via electronic means. Any request for repairs made by other staff members directly to the technician shall be referred back to the contract administrator. CM needs observed by the technician during routine PM inspections and function checks may be initiated by the technician. The Agency's

contract administrator may request an estimate of labor and materials costs and may determine the particular equipment is not cost effective to repair. CM is designated as a routine repair request that is not of an urgent nature that can normally wait until the technician's next scheduled visit.

**Corrective Maintenance (Emergency)** – The contractor shall be on-site within four (4) hours of notification to perform emergency repairs.

**Note:** Ordering of repair parts shall be the sole responsibility of the contractor, as designated by the contract administrator. The contract administrator may furnish certain batteries or other parts, or may authorize the use of spare parts from non-serviceable equipment stored within the facility. The contract administrator may authorize overnight shopping of parts for urgent needs or may authorize routine shopping interval of parts for equipment of a less urgent nature.

**3.3.2 Repair Turnaround Time** – The Agency desires that all repairs are completed in a timely manner to avoid a backlog of defective equipment. Turnaround times should be addressed in the offerors' proposals. The contractor's technician should monitor the status of repair parts and keep the contract administrator current as to the status of all repairs.

**3.3.3 Service Tickets / Equipment Removal** – The contractor's technician shall leave a signed copy of the service ticket with the contract administrator prior to departure. The following minimum requirements are required with regards to service tickets and equipment removal (when equipment must be removed from an area for repair):

- a. Preventive Maintenance** – One (1) Preventive Maintenance documentation form must be completed for each biomedical device or system tested or inspected, at the time the PM is performed.
- b. Corrective Maintenance / Emergency Repair** – Each piece of equipment repaired must be listed on an individual service ticket.

- c. Removed Equipment** – An individual service ticket or biomedical inventory change form must be completed for each piece of equipment removed from its location for repair. The technician shall notify at least one person on the work/living area and the contract administrator in such cases.

**Note:** When the Agency transfers an equipment item, or when the contract administrator has authorized movement of an item needing CM to a designated storage or repair location, then the contract administrator will ensure a biomedical inventory change form has been prepared and will provide these forms in a timely manner to the technician for inventory database revision.

As a minimum, service tickets shall contain the following information:

- 1) Inventory control number of the item serviced.
- 2) Description, model number, serial number and location data (building, department, floor, living area/ ward and room number.
- 3) Exact number of labor hours by category spent on site performing the repair (CM and emergency repairs only).
- 4) Description and price of each repair part used in the repair.
- 5) Description of repairs performed.
- 6) Documentation and testing data of completed function tests or safety inspection prior to return of repaired item into service.
- 7) Technician's name and signature, date, time-in and time-out.
- 8) Signature of Agency's representative.

**Note:** Offerors should submit examples of the preventive maintenance form, the service ticket, the equipment repair or service form and the biomedical inventory change form they propose for use during performance of this contract.

- 3.3.4 Labor Hours** – Labor hours paid under this contract shall be only for productive time at the job site. Time spent for transportation of technicians or the acquisition, handling and delivery of materials is not chargeable directly but is overhead and must be included in the hourly rates proposed for labor. There may be instances when the contractor is required to give the Agency an estimated cost of repairing a piece of equipment
- 3.3.5 Used Parts** – All parts furnished under this contract shall be new and genuine manufacturer's recommended or authorized replacement parts. Use of used parts is strictly prohibited, except where authorized by the contract administrator to utilize parts from stored equipment not in service. Use of manufacturer's rebuilt parts is authorized provided each part is warranted for the same period and under the same conditions as the new part. The contractor shall maintain an inventory of these parts at its place of business, or have such parts readily available, to ensure repairs are made in a timely manner
- 3.3.6 Incoming Inspections (New Equipment)** – The contractor shall perform an initial inspection of all new biomedical equipment purchased by the Agency prior to being placed in service. Incoming inspections will be billed at the CM hourly rate according to the time it takes to complete the inspection (i.e. time spent to locate item, record inventory data, perform inspection and safety tests, attach the inventory ID label and to set up its inventory file). Requests for incoming inspections will be made by the contract administrator or a member of the Purchasing Department either directly with the technician or by calling the contractor's service department or by submission of an Equipment Repair or Service Form. The inspection shall be made on the same day as the notification if the technician is on grounds that day, or on the technician's next visit to the facility.

**Note #1:** Biomedical equipment is defined in this contract as an item that is not available to consumers via regular retail sources.

**Note #2:** The incoming inspection documentation should include warranty information. In the event corrective repair is required during that period the technician shall coordinate with the contract administrator and be responsible for returning the device to the manufacturer.

**3.4     Testing / Inspections:**

The contractor shall perform testing/inspections on the Agency's medical gas (oxygen and vacuum) systems and ethylene oxide equipment. The contractor shall be responsible for performing calibration of oxygen flow meters and repairs to outlets on a time and material basis in accordance with the CM procedures established herein. The testing/inspection schedule must be provided to the Agency's contract administrator within twenty (20) business days of the contract start date. Listed below are the types, quantities and locations of the outlets:

**Building 46:**

128 Oxygen Outlets  
130 Vacuum Outlets

**Building 31:**

107 Oxygen Outlets  
107 Vacuum Outlets

**Building 12:**

17 Oxygen Outlets  
17 Vacuum Outlets

**Building 8:**

17 Oxygen Outlets  
17 Vacuum Outlets



**3.4.1 Medical Gas/Vacuum Outlet Testing and Inspection** – Annual inspections shall be performed in accordance with applicable JCAHO standards. Each inspection shall include, but not be limited to, the following:

- 1) Test each medical gas system for flow, pressure, percent oxygen, dew point temperature and ambient temperature.
- 2) System alarm test at local remote panels.
- 3) Label verification and tagging of major valves and emergency shut-off controls.
- 4) Inspections of the formal and reserve supply tanks and switching mechanisms.

**3.4.2 Ethylene Oxide Equipment Testing** – The Agency currently owns one (1) each sterilizer and one (1) each abator. The sterilizer is a 3M Steri-Vac Model 4XL. The abator is a Donaldson Model 50 SCFM Abator System. The contractor shall perform the following tests on the sterilizer annually:

- 1) Leak and Baseline Testing at ETO cylinders and Operator Breathing Zone.
- 2) Real Time Environmental Testing during the complete sterilization cycle.
- 3) Ventilation testing to include the number of exchanges per hour.
- 4) Personnel Dosimetry Monitoring for three (3) employees. Calculate the eight (8) hour Time Weighted Average (TWA) and the fifteen (15) minute Short Term Exposure Limit (STEL) concentrated levels and compare them to OSHA standards.

**3.5 Work Hours and Contract Administrator:**

**3.5.1 Work Hours** – Normal work hours for the Agency are from 8:15 am through 5:00 pm, Monday through Friday, excluding holidays. All work shall be performed during these hours.

**3.5.2 Contract Administrator** – All work shall be coordinated with the Agency's contract administrator, Mr. Revely Carwile, (434) 947-6294.

**3.6 Documentation:**

The contractor shall establish and maintain documentation on each piece of equipment to assure compliance with the PM and CM procedures established herein. This documentation shall be kept on file in Building #1. The contractor will be provided an office on Building #1 for this purpose. This documentation shall be maintained with one file per item of equipment, in numerical order per biomedical inventory system. The documentation file for each equipment item shall include the incoming inspection documentation and maintenance history for each item, including copies of each type of service (PM, CM, etc), and the exact nature of the work performed. Copies of each biomedical inventory change form, whether change in location or department, or when deleted, shall be maintained. Documents within each equipment file should be maintained in a chronological manner for ease of reference. New files shall be established for each new piece of biomedical equipment purchased. Equipment files shall be accessible to the contract administrator and to surveyors. The contractor and the contract administrator will maintain security of these files and the designated storage and repair room.

All documentation generated on a piece of equipment shall also be entered into the contractor's electronic data base in order to keep the inventory current. Documentation shall not become back-logged, rather it shall be updated within forty-eight hours (48) hours or two business days after receipt. The contractor shall furnish their technician with on-site computer access. The Agency will not be responsible for providing anything related to computer access or computer service. The Agency cannot add the contractor computer to the Agency system and cannot provide a landline telephone connection but does provide a location with clear wireless access.

**3.7 Billing Coordinator:**

The contractor must assign a coordinator to review all billings to assure complete and accurate information and to act as contact to the Agency regarding all billing matters. The contractor should provide the name of the coordinator prior to the contract start date.

**3.8 Damage to Equipment:**

Damage to Agency owned or rented biomedical equipment as a result of the contractor's negligence or nonfeasance, which render the equipment inoperable, shall be repaired at no cost to the agency.

**3.9 Inventory:**

**3.9.1 Fluctuations** – The Agency's biomedical equipment inventory will fluctuate as new equipment is added and older equipment is deleted. These minor fluctuations will not however result in changes to the contract price. Additions and deletions will largely offset each other, thereby keeping the inventory level relatively constant. However, the contractor may present evidence to the Agency in support of a substantial increase in inventory. If, upon review, the Agency finds that the evidence supports a substantial increase, the Agency will make an equitable adjustment to the contract price. If the Agency determines at any point that a substantial decrease has incurred, the contract price will be adjusted accordingly.

**3.9.2 Inventory Control** – The inventory shown at *Attachment E* is the most current inventory available. This inventory is provided for the sole purpose of providing offerors an accurate list for pricing purposes. Upon award the contractor shall be responsible for conducting a thorough search of the entire grounds in order to establish a completely updated inventory. This shall be accomplished within twenty (20) days of award. The contractor shall then assume responsibility for updating and maintaining the inventory. Inventory control/responsibility shall include, but not be limited to, the following:

- 1) Providing the Agency with an updated, accurate, computerized printout of the inventory upon request. The printout shall include, as a minimum, the following information:
  - a) Equipment inventory control number
  - b) Equipment description
  - c) Manufacturer
  - d) Model #
  - e) Serial #

- f) Location\_data (building, floor or living area or department and room numbers)
  - g) PM frequency (frequency shall be in accordance with JCAHO and NEC standards)
- 2) Ensuring that each piece of equipment in the revised inventory has a corresponding file in the documentation room (see *Section 3.6, Documentation*)
- This too shall be accomplished within twenty (20) business days following the contract start date.
- 3) Updating the inventory daily, or as needed. The contractor shall provide the Agency with an updated inventory listing within three (3) business days of the request.
- 4) Any piece of equipment that the contractor proposes to delete from the inventory shall be approved by the contract administrator prior to deletion.
- 5) Any change to PM frequency or status that the contractor proposes shall be approved by the Purchasing Department prior to change.
- 6) **Deleted or Re-Located Items** – When the Agency requests the contractor to re-locate or delete an item or items from the inventory the deletion shall happen in a timely manner. **Offerors shall provide their process for re-locating or deleting items with their proposal.**

**3.10 Contractor Personnel:**

It is the Agency's desire for the offeror to provide one primary technician to service our account. This technician shall be certified via factory or other training on the types of equipment listed in the inventory and he/she shall be directly employed and supervised by the contractor. The offeror is encouraged to designate an alternate technician to service the Agency account in the event the primary technician is sick or on vacation, to prevent backlogs of PMs, CMs or incoming inspections. The offeror shall submit a vita or resume of their proposed technician(s) with their proposal.

**3.11 Uniform / Identification**

All contractor personnel shall wear appropriate apparel at all times while on Agency premises. Employees shall wear some form of employee identification. The contractor will also be required to pick-up Agency furnished badges upon signing in at the Purchasing Department. These badges shall be worn by each contractor employee at all times while on Agency premises. All badges are to be turned in upon signing out at the Purchasing Department.

**3.12 Unable To Locate:**

The following procedures shall be followed by the contractor with regards to equipment that cannot be located during PM inspections:

1. Notify the unit/area supervisor of the missing equipment and seek assistance in locating the equipment.
2. Pending unsuccessful location of the equipment, complete an “Unable to Locate” designation on the equipment PM listing for the particular building, a copy of which is to be submitted to the contract administrator upon first round of PM visits to that particular building. As needed, the technician will note which rooms or areas were checked in the attempt to locate that item. The contractor is encouraged to coordinate the PM schedule with the contract administrator, who will facilitate an escort or contact person in the building or department, in order to minimize instances of missing equipment or time spent to locate items.
3. The contract administrator will review the UTL designations for the building and will be responsible for re-directing the technician to rooms not checked, or to coordinate times building staff will occupy the area, or to provide an escort or key to access the rooms in which missing equipment is believed to be located. The contract administrator or his designee will be responsible to coordinate or follow up with building management or the department head to locate the equipment and to notify the contractor to re-schedule the PM inspection before the end of the scheduled month. The technician will follow up regarding these directions in order to complete the scheduled PMs in a timely manner.

4. Pending continued unsuccessful location of the equipment, the contract administrator will be responsible to coordinate or follow up with building management or the department head to locate the equipment and to notify the contractor to re-schedule the PM inspection. Upon notification that a piece of equipment has been located the contractor shall perform the PM inspection within two business days of notification, or on the technician's next scheduled visit.
5. The contract administrator will then be responsible for locating the equipment and notifying the contractor to re-schedule the PM inspection. Upon notification that a piece of equipment has been located the contractor shall perform the PM inspection on the day of notification, if on grounds, or on the technicians next visit.

**3.13 Contractor's Procedures:**

The following procedures are to be followed by all contractor personnel each time they perform work on Agency grounds:

1. Upon entering grounds, proceed directly to the Purchasing Department to sign-in and pick up keys and badge.
2. Check-in with the contract administrator (Building #1). This may be done in person at his office or via telephone or email contact. He will help coordinate the scheduled work for that day or that week, assist with any problems and advise the technician of any new CM requirements. It is recommended to coordinate schedule of PM or CM visits to buildings in advance as much as possible, so contract administrator may accompany or may coordinate with building management to meet the technician and to ensure ready access to all offices and storage rooms.
3. Following check-in, the technician may proceed to the designated room to complete CMs or to maintain the inventory files, or may proceed independently to locations previously scheduled for PM or CM work.
4. During work in any building occupied by individuals who live at the Agency, the contractor personnel will maintain security of all tools, parts, appliances or testing apparatus. During and following performance of work, the technician will maintain

the work area free of loose screws or other small parts and will make certain to trash, debris or loose parts are left unsecured.

5. Upon completion of all work for the day, report back to the contract administrator and turn in all required paperwork and update the biomedical equipment files as necessary.
6. Prior to departure, return to the Purchasing Department to sign-out and return all badges and keys.
7. Parking – The contractor shall only park in approved spaces. The contractor shall ensure that the technician's vehicle has some form of identification which clearly indicates the company name. When necessary to park in proximity to a building not located near a regular parking lot, the technician will park in a Service Vehicle space.

**3.14 Contractor's On-Site Schedule:**

Previous contracts for biomedical equipment maintenance and repair have not required a definitive on site schedule. The amount of time a contractor spends on-site has always been determined by the contractor based on the amount of time required to perform all PM inspections in accordance with the PM schedule. However, this has posed a problem regarding corrective maintenance repair requests. It is our desire to have a more structured schedule. Therefore, offeror's shall address their proposed on-site schedule in their response (offerors are encouraged to provide multiple options). We do not want to limit our options by specifying a specific schedule (i.e. every Tuesdays and Thursdays), rather we want offerors to provide their own schedule scenarios. It is recommended for the contractor to be physically present on-site three days per week during the first half of each month, in order to complete PMs on time.

**4.0 Optional Pre-Proposal Conference:**

An optional pre-proposal conference will be held on 6/29/12 @ 10:00 AM at Central Virginia Training Center, Administration Building, Bldg. #60, Conf Room B. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.



## 5.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### 5.1 General Requirements:

1. **RFP Response** - In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposals shall be made by the Offeror.
  
2. **Proposal Preparation** - Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and / or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Agency at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

As used in this RFP, the terms “must,” “shall,” “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that volume.

Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation** - Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Agency. This

provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**5.2 Specific Proposal Requirements:**

Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the complete RFP, signed and filled out as required, including the completed Vendor Data Sheets.
2. Offeror's proposed PM schedule and PM inspection procedures.
3. Offeror's CM procedures and response times.
4. Offeror's process for deleting items from the inventory.
5. Offeror's proposed on-site schedule.
6. Resume of primary technician, including their experience, training and qualifications.
7. Completed *Small Business Subcontracting Plan* (Reference Attachment D)

## 6.0 EVALUATION AND AWARD CRITERIA

**6.1** Each proposal will be evaluated by a chosen committee to measure the extent to which it meets the following criteria:

1. Offeror's experience in providing these services to large medical establishments and experience, training and qualifications of offeror's proposed technician.
2. Offeror's PM inspection methodology.
3. Offeror's proposed on-site schedule.
4. Offeror's proposed methodology for CM (including response times) and for deleting equipment from the inventory.
5. Price.
6. Small business Subcontracting Plan.

### **6.2 Award:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous, (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

## 7.0 GENERAL TERMS AND CONDITIONS

### 7.1 Vendor's Manual:

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendor's Manual. A copy of the manual is normally available for review at the Purchasing Office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### 7.2 Applicable Law and Courts:

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### 7.3 Anti-Discrimination:

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, 2.2-4343.1E*)

-In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**7.4 Ethics In Public Contracting:**

By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**7.5 Immigration Reform And Control Act Of 1986:**

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**7.6 Debarment Status:**

By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**7.7 Antitrust:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**7.8 Mandatory Use Of State Form And Terms And Conditions For IFBs and RFPs:**

1. (For Invitation For Bids): Failure to submit a bid on the official State form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation For Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price or delivery. No modification of or additions to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**7.9 Clarification of Terms:**

If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of this solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**7.10 Payment:**

**1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employee identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of the payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not instate legal action

unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
    - 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - 2) To notify the Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

7.11 **Precedence Of Terms:**

The following General Terms and Conditions *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any



Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**7.12 Qualifications Of Bidders:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the services/furnish the good(s) and the Bidder/Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such Bidder/Offeror fails to satisfy the Commonwealth that such Bidder/Offeror is properly qualified to carry out the obligations of the Contract and to provide the services/furnish the goods contemplated herein.

**7.13 Testing And Inspection:**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**7.14 Assignment Of Contract:**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**7.15 Changes To The Contract** - Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and

profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

**7.16 Default:**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**7.17 RESERVED**

**7.18 RESERVED**

**7.19 RESERVED**

**7.20 Insurance:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the Contract, it will have the following insurance coverage at the time the contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporate Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation –Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.

Contracts who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employers Liability -- \$100,000.
3. Commercial General Liability -- \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability -- \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract).
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations):

--\$1,925,000 per occurrence, \$3,000,000 aggregate

Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008, - \$2,000,000. This complies with 8.01-581.15 of the Code of Virginia

**7.21 Announcement of Award:**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

**7.22 Drug-Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession use of any controlled substance or marijuana during the performance of the contract.

**7.23 Nondiscrimination of Contractors:**

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

**7.24 eVA Business-to-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registrator options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - (i) DBME-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DBME-certified Small Businesses: 0.75%, capped at \$1,500 per order.
  
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - (i) DBME-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DBME-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**7.25 Availability of Funds:**

It is understood and agreed between the parties herein that the Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**7.26 Set-Asides:**

This solicitation is set-aside for DBME-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DBME-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DBME-certified women-owned and minority-owned businesses when they have received the DBME small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DBME on the due date for receipt of bids/proposals.

**7.27 Bid Price Currency:**

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**7.28 Authorization To Conduct Business in the Commonwealth:**

A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## 8.0 SPECIAL TERMS AND CONDITIONS

### 8.1 Advertising:

In the event a Contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Agency will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Agency has purchased or uses any of its products or services, and the contractor shall not include the Agency in any client list in advertising and promotional materials.

### 8.2 Audit:

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to the right to examine any of said materials during said period.

### 8.5 Cancellation of Contract:

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting Contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract Cancellation Notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### 8.6 Identification of Bid/Proposal Envelope:

If a Special Envelope is not furnished, or if return in the Special Envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:

Name of Bidder/Offeror	Due Date	Time
Street or Box Number	IFB No./RFP No.	
City, State, Zip Code	IFB/RFP Title	
Name of Contractor/Purchasing Officer or Buyer		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the Special Envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

**8.7 Prime Contractor Responsibility:**

The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**8.8 Renewal of Contract:**

This Contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original Contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the Contract for an additional one (1) year period, the Contract price(s) for the additional one (1) year shall not exceed the Contract price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the "Services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the Contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous one (1) year renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

**8.9 Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

**8.10 Agency Standards of Conduct:**

All work shall be performed in accordance with the Agency's *Standards of Conduct* listed in Attachment **B**.

**8.11 Guiding Principles for Storage and Disposal of Gloves:**

While recognizing that employees need gloves to safely perform many job duties, we also recognize that disposable gloves pose very serious risks for individuals, who may try to such, chew or swallow the gloves due to their intellectual disabilities. With this in mind,

it is extremely important for the safety and welfare of the people who live at this facility that all employees fully know what is expected of them regarding handling of gloves and the consequences for failing to act in a responsible manner. The facility policy on safe handling of gloves includes detailed information regarding procedures for storage and disposal of gloves. The following principles are taken from the policy and must be followed by every employee who works at this facility including all **contract employees**, students and volunteers.

- A. Unused gloves are always stored in designated areas that remain locked at all times.
- B. Gloves are not stored in bedrooms under any conditions.
- C. Used gloves are disposed of immediately in designated glove boxes. Always remember used gloves go into a plexiglass hole.
- D. When the used glove boxes are full, they are emptied into a covered, universally labeled trashcan that is in a location designated solely for the disposal of liners containing used gloves taken from the glove boxes.
- E. No other waste will be placed in the covered, universally labeled trashcan other than used gloves.
- F. No loose gloves will be placed in the designated trashcans.

**The contract administrator will review the glove disposal policy with the contractor and have the contractors employees take and pass the glove disposal test. The contractor will be responsible for gathering all employees that will provide on-site service under this contract so that the review and test can be performed one time for all applicable employees.**

**8.12 Tobacco-Free Workplace:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No later than October 10, 2007, tobacco use will be prohibited on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on [facility](#) grounds.

**8.13 State Corporation Commission Identification Number:** Pursuant to *Code of Virginia, 2.2-4311.2* subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of



Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**8.14 Small Business Subcontracting and Evidence of Compliance:**

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offer is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority -owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on an annual (insert monthly, quarterly, or other frequency) basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins as award valued over \$200,000 shall deliver to the contracting agency or institution on a \_\_\_\_\_ (insert monthly, quarterly or other frequency) basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**8.15 HIPAA Confidentiality:**

The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation, and Substance Abuse Services (DMHMRSAS). Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization;
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that DMHMRSAS and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that DMHMRSAS may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this agreement may result in contract default.

## 9.0 PRICE EVALUATION PROCEDURES

Prices will be evaluated on the basis of the prices offered on all items indicated by the Offeror in *Section 11.0, Pricing Schedule*. Points for pricing will be determined by calculating the total sum of all items using the following **HYPOTHETICAL SCENARIO:**

During the contract period the contractor provides PM and CM as stipulated below. The manufacturer's suggested list price for all parts provided totals \$3,000.00.

**(Do not fill in the BLANK SPACES. This example is only intended to illustrate the evaluation procedure to be used, it is not to be construed as a commitment of actual usage)**

1. Annual Rate for Preventive Maintenance Services: \$ \_\_\_\_\_ /Year

2. Annual Rate for Corrective Maintenance Services:

Routine: \$ \_\_\_\_\_ /Hour x 160 hours = \$ \_\_\_\_\_

Emergency: \$ \_\_\_\_\_ /Hour x 5 hours = \$ \_\_\_\_\_

3. Annual Rate for Testing / Inspection Services: \$ \_\_\_\_\_ /Year

4. Repair Parts: \_\_\_\_\_ % from MSLP x \$3,000.00 = \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_ /Year

## 10.0 METHOD OF PAYMENT

### 10.1 Preventative Maintenance and Testing:

The contractor will be paid monthly on the basis of invoices submitted for one-twelfth (1/12<sup>th</sup>) of the annual amount for Preventative Maintenance and Testing/Inspection Services, or as determined by subsequent negotiations.

Invoices shall be submitted no later than the tenth (10<sup>th</sup>) of the month following the month in which services were performed.

### 10.2 Corrective Maintenance:

The contractor will be paid monthly on the basis of invoices submitted for Corrective Maintenance Services provided during the previous month, or as determined in subsequent negotiations.

Invoices shall be submitted no later than the tenth (10<sup>th</sup>) of the month following the month in which services were provided.

### 10.3 Invoice Documentation:

Each monthly invoice shall be accompanied by a copy of each service ticket billed during the invoice billing period and a monthly summary of all repairs made during the billing period. The summary shall list the ticket number, date, item, labor hours expended, total labor charges, parts discount, individual repair total and monthly repair total.

Copies of all invoices shall be submitted to the following address:

**Central Virginia Training Center  
Attn: Accounts Payable  
P. O. Box 1098  
Lynchburg, VA 24505**

## 11.0 PRICING SCHEDULE

### 11.1 Preventative Maintenance:

Offeror proposes to furnish all labor, material and equipment necessary to provide Preventative Maintenance Service in accordance with the Statement of Needs and General and Special Terms and Conditions at the following price:

(\$ \_\_\_\_\_) /Annual Cost

### 11.2 Corrective Maintenance:

Offeror proposes to furnish all labor, material and equipment necessary to provide Corrective Maintenance Service in accordance with the Statement of Needs and General and Special Terms and Conditions at the following prices:

**Routine CM** (\$ \_\_\_\_\_) /Hour  
**Emergency CM** (\$ \_\_\_\_\_) /Hour

### 11.3 Testing/Inspections:

Offeror proposes to furnish all labor, material and equipment necessary to provide Testing/Inspection Services in accordance with the Statement of Needs and General and Special Terms and Condition at the following price:

**Medical Gas/Vacuum Outlet Testing** (\$ \_\_\_\_\_) /Year  
- **Ethylene Oxide Testing** (\$ \_\_\_\_\_) /Year

### 11.4 Parts

Percentage discount offered from the Manufacturer's Suggested List Price:

\_\_\_\_\_/%

Attachment A  
VENDOR DATA SHEET

Pg. 1 of 2

*Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. . If further information is needed, contact the Purchasing Office at (434) 947-6314.*

Vendor Name: \_\_\_\_\_ Trade Name: \_\_\_\_\_

DUNS Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Service Area of Business: \_\_\_\_\_

Ordering Address: \_\_\_\_\_

Ordering Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Invoice Address: \_\_\_\_\_

Invoicing Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Solicitation Address: \_\_\_\_\_

Solicitation Point of Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Commodities: \_\_\_\_\_

**eVA and SWAM Information - Please mark as applicable.**  
**REPRESENTATION AND CERTIFICATION**

**eVA Certification:** Vendor certifies that it [ ] is, [ ] is not, registered in eVA. If registered, enter your eVA Certification Number: \_\_\_\_\_.

**Small Business:** Vendor certifies that it [ ] is, [ ] is not, an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Woman-Owned/Controlled:** Vendor certifies that it [ ] is, [ ] is not, a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned/Controlled:** Vendor certifies that it [ ] is, [ ] is not, a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT A  
VENDOR DATA SHEET**

**Pg. 2 of 2**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive

1. **Qualification:** The Vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Vendor Information:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation or Partnership

Social Security Number: \_\_\_\_\_ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment B**  
**STANDARDS OF CONDUCT FOR OUTSIDE CONTRACTORS**  
*(Revised 11/4/08)*

1. Individuals are to be treated with utmost consideration. They are not to be encouraged or permitted to enter the limits of construction. If problems of this type occur, contact the Facility Inspector. If he is not available, you may contact the Physical Plant Services (PPS) Office (947-6300) or the Facility Police by calling the Communications Center (947-6000). If you are using an In-House telephone, dial the last five (5) digits (i.e. 7-6300).
2. It is expected that the Contractor's employees will treat all persons including Individuals, Staff and Visitors in a dignified manner at all times.
3. **DO NOT** give Individuals money, cigarettes, food, or other items, even if they ask for them. This reinforces unacceptable behavior. Many of our Individuals are on strict diets and their food intake is monitored closely.
4. The Contractor's employees shall refrain from the use of profane, vulgar, derogatory, abusive or other objectionable language.
5. The possession of alcohol and/or firearms on the facility is **STRICTLY PROHIBITED**. Any Contractor employee found to be in violation of this Standards of Conduct will be removed from the Facility immediately.
6. All posted traffic regulations must be observed. The speed limit which is fifteen (15) mph. is monitored by radar. Many of our Individuals will wander into the path of oncoming traffic, additionally, they are often unsteady on their feet. Maintaining control of your vehicle and driving at a safe speed at all times is of the utmost importance.
7. Vehicles are to be kept locked at all times! **NEVER** leave a vehicle or any piece of equipment, unattended when running. **NEVER** leave keys in vehicles.
8. The Contractor is responsible for barricading and/or covering any excavations as well as any other dangerous conditions, especially when unattended. The Contractor is also responsible for securing all tools and equipment to prevent Individual access.
9. The Contractor will ensure that his/her employees conform to all Facility/State regulations, including the Agency Tobacco-Free Workplace Policy (no one is to smoke while on Agency grounds) and the Glove Disposal Policy.
10. Special precautions are necessary when working in occupied buildings. When using flammable liquids and adhesives, toxic materials, combustible solvents or paints, manufacturer instructions are to be strictly followed, (such as opening windows, providing fans for adequate ventilation, etc.) All OSHA & EPA guidelines governing the use of such products must also be adhered to. Any questionable products must first have the approval of the Agency prior to use. Under no circumstances should such products be stored on Agency Buildings/Property. Additionally, if cutting or welding is necessary, precautions must be followed as described in OSHA 1910.252(3)(ii).
11. The Contractor shall provide the PPS Office an updated list of personnel and sub-contractors. The Contractor will make adequate arrangements to receive, store and sign for all deliveries of material and equipment. Contractor shall make adequate arrangements for disposal of all debris; debris may **not** be put in Agency dumpsters.
12. Prior to interrupting any utilities, the PPS Office must be notified so that they may prepare for necessary shut down notices. PPS should be given as much lead time as possible, but no less than forty-eight (48) hours, except in an emergency (specific time frames written in the Contract document will govern the Contractor and may vary from this 48 hour requirement.)
13. All Construction Areas are subject to inspection by the Facility Quality Assessment & Improvement Department, the PPS Director/Supt. and any other regulatory agency, i.e. OSHA, Fire Marshal's Office, Department of Labor and Industry.
14. When keys are needed, the PPS Office is to be contacted. If it is necessary to check out keys, the Contractor assumes the responsibility for these keys, their proper use and their return. Key security is very important. The loss of any keys will result in a cost to the Contractor of \$1.00 per key for replacement.
15. Vending snack and beverage machines are located on the main floor of Building #50.



16. In case of an emergency, call the CVTC Communications Center (947-6111). They will contact the Rescue Squad, Fire Department, Police, etc.

**Attachment C**  
**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The bidder:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

**-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**Attachment D**  
**Small Business Subcontracting Plan**

**Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbe.virginia.gov](http://www.dmbe.virginia.gov) (Customer Service).**

**Bidder/Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

**Section C**

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

***C. Good Faith Effort Indicators by the Bidder/Offeror***

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE- certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

**ATTACHMENT E**  
*Biomedical Equipment Inventory*

**IMPORTANT NOTICE:**

Due to the size of the inventory listing offerors will be required to call the Agency to request a copy. Upon request, the inventory listing will be emailed to you.

Please contact one of the following via phone or email to request your copy of the inventory:

**Barbara H. DuVal**  
**434-947-6314**  
[barbara.duval@dbhds.virginia.gov](mailto:barbara.duval@dbhds.virginia.gov)

or

**Simmons Spain**  
**434-947-6313**  
[simmons.spain@dbhds.virginia.gov](mailto:simmons.spain@dbhds.virginia.gov)